

1 **MIGLIACCIO & RATHOD LLP**
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4
5 Counsel for Plaintiff

6 **UNITED STATES DISTRICT COURT**
NORTHERN DISTRICT OF CALIFORNIA

8 JOSEPH CARLOTTI, individually and on
behalf of all others similarly situated,

9 Plaintiff,

10 v.

11 ASUS COMPUTER INTERNATIONAL;
12 ASUSTEK COMPUTER INC., and DOES 1-
50,

13 Defendants.
14

CASE NO. 18-CV-03369-DMR

**DECLARATION OF ESFAND NAFISI IN
SUPPORT OF PLAINTIFF’S MOTION
FOR APPROVAL OF CLASS
SETTLEMENT, PROVISIONAL
CERTIFICATION OF NATIONWIDE
SETTLEMENT CLASS, AND
APPROVAL OF PROCEDURE FOR
AND FORM OF NOTICE TO
SETTLEMENT CLASS**

Date: August 22, 2019
Time: 1:00 p.m.
Room: 7, 19th Floor
Judge: Hon. Donna M. Ryu

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18 I, Esfand Nafisi, declare as follows pursuant to 28 U.S.C. § 1746:

19 1. I am one of the attorneys of record for Plaintiff Joseph Carlotti. I am licensed to
20 practice law in the State of California and in this Court and Of Counsel to Migliaccio & Rathod
21 LLP (“MRLLP”). I submit this declaration in support of Plaintiff’s motion for preliminary approval
22 of a class action settlement with Defendants ASUS Computer International (“ACI”) and ASUSTeK
23 Computer Inc. (“ASUSTeK”) (collectively, “ASUS” or “Defendants”). I make this declaration
24 based on my own personal knowledge, and if called to do so, could testify to the matters contained
25 herein.
26

27 **I. THE INVESTIGATION, LITIGATION, AND SETTLEMENT NEGOTIATIONS**

1 2. MRLLP began responding to complaints about the ASUS ROG Strix GL502VS
2 laptops (the “VS Laptops”) and the ASUS ROG Strix GL502VSK laptops (the “VSK Laptops”)
3 (collectively, the “Laptops”) in August 2017. Consumers complained that (1) the Laptops’ batteries
4 drained even when the Laptops were connected to an electrical outlet (the “Power Defect”); (2) that
5 the Laptops could not adequately dissipate heat generated by the Laptops’ CPUs and GPUs; and (3)
6 the Laptops experienced reductions in computational performance (“throttling”) due to overheating
7 and/or battery drainage from the Power Defect.

8 3. We conducted an in-depth technical analysis of the issue that involved surveying and
9 interviewing dozens of affected consumers, reviewing hundreds of online posts, and developing a
10 detailed understanding of ASUS’s representations and remediation attempts.

11 4. After drafting and revising the Complaint based on the feedback of co-counsel at
12 GSSLP, Plaintiff Joseph Carlotti initiated this litigation through the filing of a class action
13 complaint in Alameda County Superior Court on May 4, 2018. Mr. Carlotti alleged that the VSK
14 Laptop he purchased for \$1,699, which Defendants jointly designed, marketed, distributed, sold,
15 and warranted as high-power gaming laptops, possessed a defect that caused the Laptops’ batteries
16 to drain even when the Laptops were connected to electrical outlets. Plaintiff also alleged that,
17 contrary to Defendants’ representations, the Laptops’ did not possess independent cooling systems
18 for the GPU and CPU, but instead possessed a unitary cooling system that caused the Laptop to
19 become uncomfortably hot to use at times and diminished the Laptop’s performance and durability.
20

21 5. On behalf of a putative nationwide class that included all purchasers of the VS and
22 VSK Laptops, Plaintiff alleged claims for violations of the California Consumer Legal Remedies
23 Act, Civil Code § 1750, *et seq.*; the Magnuson-Moss Warranty Act, 15 U.S.C. 2301, *et seq.*; the
24 Song-Beverly Consumer Warranty Act, California Civil Code § 1790, *et seq.*; false advertising
25 under California Business and Professions Code § 17500, *et seq.*; and unfair business practices
26 under California Business and Professions Code § 17200 *et seq.*; breach of express warranty; breach
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1 of implied warranty of merchantability; deceit and fraudulent concealment; and unjust enrichment,
2 and seeking damages, an injunction and other relief. Plaintiff sought an injunction to prohibit the
3 sale of the Laptops within a reasonable time after entry of judgment, unless packaging and
4 marketing is modified to remove the misrepresentations and to disclose the omitted facts. Plaintiff
5 also sought to recover, on behalf of the class of all purchasers, the dollar amount of the “premium”
6 price attributable to the alleged misrepresentations.

7 6. Because ASUSTeK is a Taiwanese corporation headquartered in Taiwan, on October
8 10, 2018, MRLLP sent by United States Postal Service International First Class Mail a copy of the
9 Complaint, a summons, this Court’s Order Setting Initial Case Management Conference and ADR
10 Deadlines under Local Rule 16-2, a copy of Magistrate Ryu’s Standing Orders, and a
11 consent/declination form to ASUSTeK’s headquarters in Taipei.

12 7. MRLLP assisted with meet and confer efforts with Defendants’ counsel regarding
13 discovery, a stipulated protective order, and the timing of production and depositions.

14 8. MRLLP led the drafting of requests for production of documents and interrogatories
15 and assisted in the drafting of electronic search terms and a protocol for gathering ESI.

16 9. MRLLP analyzed all documents and information produced by Defendants and
17 developed follow-up inquiries to gather additional information from Defendants on key technical
18 issues.

19 10. MRLLP retained an electrical engineering expert to assist with the analysis of the
20 technical documents produced by Defendants relating to the Power Defect and to opine on the
21 impact of the Overheating Issue on the Laptops’ durability and performance.

22 11. MRLLP attended the first case management conference and assisted in drafting and
23 filing the case managements statements.

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1 12. MRLLP led the preparation of Plaintiff for his deposition, and I defended Plaintiff's
2 seven-hour deposition. MRLLP also reviewed Plaintiff's deposition transcript and prepared
3 corrections to the transcript.

4 13. The Settlement reached by the Parties was the product of arms' length negotiations
5 by counsel with extensive experience in litigating class action claims. Each party was independently
6 represented by counsel throughout this litigation. As such, Counsel for each Party was obligated to
7 and did vigorously represent their Clients' rights.

8 14. The negotiations included multiple conference calls between the Parties' Counsel
9 and countless e-mails. On or about March 19, 2019, the parties reached an agreement in principle to
10 settle the litigation. Since that time, the parties have exchanged multiple drafts of the settlement
11 agreement and negotiated over various terms via email and telephone conferences. I can
12 unequivocally state that the proposed settlement is the product of two fully informed sides
13 negotiating intensely at arm's length.
14

15 15. With respect to the settlement of this lawsuit, MRLLP researched and prepared
16 written settlement proposals; participated in the drafting, negotiation and revision of settlement
17 terms with Defendants' counsel before, during and after the mediation; reviewed supplemental
18 information provided by Defendants; researched comparable settlements in other cases (including
19 cases in which MRLLP served as Class Counsel); participated in drafting the settlement agreement,
20 participated in drafting class notice documents; and drafted the motion for approval of settlement
21 and documents in support with the assistance of co-counsel.
22

23 **II. THE SETTLEMENT**

24 **A. The Settlement Benefits Include Monetary Compensation and a Valuable**
25 **Hardware Upgrade Program.**

26 16. A true and correct copy of MRLLP's resume is attached as Exhibit 1. In addition to
27 MRLLP's substantial experience in consumer class actions, MRLLP has extensive experience in
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1 cases like this one in which a manufacturer allegedly reduces the performance of a device in order
2 to conceal a defect and to prevent its manifestation.¹

3 17. The information available, as developed through discovery, indicates that the VSK
4 Laptops, which were released approximately one-year after the VS Laptops, possess more powerful
5 internal power distribution components, as well as external power supply units that are 50-watts
6 more powerful than the power supplies provided with the VS Laptops. The warranty data developed
7 through discovery suggested that the VSK Laptops' upgraded components materially reduced
8 manifestation of the Power Defect—as we found far fewer complaints about the Power Defect for
9 VSK Laptops than for VS Laptops.

10 18. The hardware upgrades to be provided under the Settlement's Extended Warranty
11 program will give approximately 13,500 VS Laptop owners affected by the Power Defect the
12 opportunity to have their Laptops power components upgraded to parity with those of the VSK
13 Laptops. Upgrades under the Extended Warranty should materially reduce the impact of the Power
14 Defect for owners of VS Laptops, who comprise more than half of the Settlement Class. I estimate
15 the value of the repairs available under the Extended Warranty at \$500 per Laptop, which includes
16 the value of an upgraded motherboard,² the labor to replace or revise the motherboard, the value of
17 an upgraded external power supply,³ and the costs of two-way shipping. Though it is unlikely that
18 all VS Laptops will be submitted for repairs under the Extended Warranty, if each of the roughly
19 13,500 VS Laptop did receive repairs under the Extended Warranty, the maximum value of the
20 program would be \$6.7 million.
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24 _____
25 ¹ See, e.g., *Book v. Apple*, Case No. 14-cv-04746 (N.D. Cal. 2015) (alleging manufacturer used throttling
26 software to conceal manufacturing defect in laptops' GPUs), *In Re: Apple Inc. Device Performance*
27 *Litigation*, Case No. 5:18-md-2827 (N.D. Cal.) (alleging manufacturer used throttling to prevent
28 manifestation of battery defect); *Drobnick v. HTC Corporation*, Case No. 3:18-cv-02591-WHA (N.D. Cal.)
(alleging throttling used to conceal heat defect in smartphone processors).

² See, e.g., <http://tinyurl.com/y3bjyryr>.

³ The 230-watt power supply included in the Extended Warranty program retailed for \$69.99 on
Newegg.com on June 28, 2019. See <http://tinyurl.com/yy83wqyz>.

1 19. The Settlement also provides for up to \$5,200,000 in monetary benefits to
2 Settlement Class Members as follows: each of approximately 24,800 Class Members, comprised of
3 approximately 13,552 VS Laptop owners and 11,444 VSK Laptop owners) who was affected by
4 the Defect and complained to ASUS, possesses a laptop proof of purchase, or registered the
5 qualifying laptop with ASUS, may select between a \$110 Cash Payment or a \$210 Credit
6 Certificate. If each Class Member selects the more valuable Credit Certificate, the value of the
7 Settlement would be \$5,208,000. If each Class Member selected the \$110 Cash Payment, the value
8 of the settlement would be \$2,728,000. Class Members who previously complained to ASUS
9 about the Power Defect or Overheating Issue will automatically be enrolled for receipt of a \$210
10 Credit Certificate and may opt to receive a \$105 Cash Payment at their election. The Credit
11 Certificates, which may be used for any product for sale on ASUS's web store, are stackable, fully
12 transferable, and shall be valid for no less than two years from the time of issuance. The cash and
13 Credit Certificate components of the Settlement do not depend on the number of claims submitted,
14 the costs of notice or administration, the amount of attorneys' fees or costs, or any amounts paid to
15 Plaintiff. If a Settlement Class Member does not possess a proof of purchase, did not purchase the
16 Laptop directly from ASUS, and did not otherwise complain to ASUS or register the Laptop with
17 ASUS website, the Class Member may select between a \$105 Credit Certificate or a \$55 Cash
18 Payment.
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20 20. Plaintiff believes the settlement is a favorable result in relation to the potential
21 aggregate recoverable damages, had he obtained class certification and prevailed on his claims at
22 trial. The information available, as developed through discovery, indicates approximately
23 Defendants received 500 complaints from consumers generally related to the issues alleged in the
24 litigation, including multiple contacts from the same individual. Though the cost to replace the
25 Laptops would exceed \$1,600, a full recovery is unlikely given the need to discount the recovery by
26 the fact that the Power Defect and Overheating Issue: (1) did not render the Laptops inoperable; (2)
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1 could be at least partially mitigated through a combination of hardware and software revisions from
 2 ASUS; and (3) did not affect all purchasers.

3 21. Plaintiff did not yet offer any expert testimony as to the value of the class wide
 4 damages. However, based on my factual investigation, the purchase price of the Class Laptops did
 5 not drop significantly following the filing of the lawsuit and publication of the Power Defect and
 6 Overheating Issue on ASUS's forums,⁴ online review sites,⁵ and third-party sites.⁶ As of June 28,
 7 2019, the Laptops were available new at retail for \$1,642 and \$1,549.⁷ That is, on average, the
 8 Laptops price dropped 6% from their original retail price of \$1,699.

9 22. Assuming a similar 6% "price inflation" measure applied to the Class Laptops at an
 10 across-the-board price of \$1,699, damages would fall in the range of \$102 and \$149 here. Plaintiff's
 11 estimate assumes the Court rules in favor of Plaintiff on class certification, Plaintiff prevails on
 12 every claim and the Court accepts a price premium model and awards damages. In light of the risks
 13 Plaintiff faced going forward, the proposed Cash Payment of \$110, which represents a recovery of
 14 between 74% and 107% of actual damages, provides meaningful compensation, and the Credit
 15 Certificates, which represent a recovery of between \$105 and \$210 provide an even greater
 16 proportion of actual damages. In addition, this Settlement provides valuable monetary relief—albeit
 17 a reduced amount—to individuals who possess no proof of purchase for the qualifying laptop or
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21 ⁴ See [https://rog.asus.com/forum/showthread.php?88742-GL502VS-Discharging-while-Plugged-](https://rog.asus.com/forum/showthread.php?88742-GL502VS-Discharging-while-Plugged-in/page70#post712222)
 22 [in/page70#post712222](https://rog.asus.com/forum/showthread.php?88742-GL502VS-Discharging-while-Plugged-in/page70#post712222)

23 ⁵ See [https://www.newegg.com/black-asus-rog-strix-gl502vs-ws71-gaming-entertainment/p/1TS-001A-](https://www.newegg.com/black-asus-rog-strix-gl502vs-ws71-gaming-entertainment/p/1TS-001A-004H0)
 24 [004H0](https://www.newegg.com/black-asus-rog-strix-gl502vs-ws71-gaming-entertainment/p/1TS-001A-004H0)

25 ⁶ See [https://topclassactions.com/lawsuit-settlements/lawsuit-news/845238-asus-class-action-says-laptop-](https://topclassactions.com/lawsuit-settlements/lawsuit-news/845238-asus-class-action-says-laptop-computers-battery-defect/)
 26 [computers-battery-defect/](https://topclassactions.com/lawsuit-settlements/lawsuit-news/845238-asus-class-action-says-laptop-computers-battery-defect/) (May 9, 2018)

27 ⁷ See [https://www.overstock.com/Electronics/Gaming-](https://www.overstock.com/Electronics/Gaming-Laptops/28194/subcat.html?featuredproduct=12355168&featuredoption=19908681&kid=9553000357392&track=pspla&ci_src=17588969&ci_sku=19182714-000-000&cnc=US&cid=248954&type=pla&targetid=pla-136369725626&ds_rl=1263867&gclid=CjwKCAjwr8zoBRA0EiwANmvpYEYrPzUZcuxqAx4-iU8sC6w8AMsyfXK77HTbOrLgVRNtyZEYmIk74BoC7b0QAvD_BwE&gclsrc=aw.ds)
 28 [Laptops/28194/subcat.html?featuredproduct=12355168&featuredoption=19908681&kid=9553000357392&track=pspla&ci_src=17588969&ci_sku=19182714-000-000&cnc=US&cid=248954&type=pla&targetid=pla-136369725626&ds_rl=1263867&gclid=CjwKCAjwr8zoBRA0EiwANmvpYEYrPzUZcuxqAx4-iU8sC6w8AMsyfXK77HTbOrLgVRNtyZEYmIk74BoC7b0QAvD_BwE&gclsrc=aw.ds](https://www.overstock.com/Electronics/Gaming-Laptops/28194/subcat.html?featuredproduct=12355168&featuredoption=19908681&kid=9553000357392&track=pspla&ci_src=17588969&ci_sku=19182714-000-000&cnc=US&cid=248954&type=pla&targetid=pla-136369725626&ds_rl=1263867&gclid=CjwKCAjwr8zoBRA0EiwANmvpYEYrPzUZcuxqAx4-iU8sC6w8AMsyfXK77HTbOrLgVRNtyZEYmIk74BoC7b0QAvD_BwE&gclsrc=aw.ds) (last visited June 29, 2019); and [https://www.xoticpc.com/asus-gl502vs-](https://www.xoticpc.com/asus-gl502vs-ds71.html?gclid=CjwKCAjwr8zoBRA0EiwANmvpYHd_fYSrn1w7I5rWY7XVSdvGtJOXQrM_Nw0XC-z58oRA1QbXh-04IxoCqoMQAvD_BwE)
[ds71.html?gclid=CjwKCAjwr8zoBRA0EiwANmvpYHd_fYSrn1w7I5rWY7XVSdvGtJOXQrM_Nw0XC-z58oRA1QbXh-04IxoCqoMQAvD_BwE](https://www.xoticpc.com/asus-gl502vs-ds71.html?gclid=CjwKCAjwr8zoBRA0EiwANmvpYHd_fYSrn1w7I5rWY7XVSdvGtJOXQrM_Nw0XC-z58oRA1QbXh-04IxoCqoMQAvD_BwE) (last visited June 28, 2019).

1 evidence that the consumer registered the Laptop with ASUS or complained to ASUS about the
2 issues in the Complaint.

3 23. If Plaintiff prevailed at trial but the Court required any form of individualized
4 damages prove up, with class members having to come forward to establish whether or not they
5 ultimately suffered any damage depending on whether they experienced the alleged issues in or out
6 of warranty, and whether Defendants 'warranty adjustments and software revisions made the class
7 member whole, Class Counsel believe a victory at trial would likely prove pyrrhic. By contrast, the
8 Monetary Benefits and the Extended Warranty program offer substantial benefits and recoveries to
9 all consumers. Importantly, because this case was resolved at a relatively early stage, the Extended
10 Warranty program will benefit consumers during the expected lifetimes of the VS Laptops, which
11 were released in 2017.
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13 24. Plaintiff and I appropriately determined that the Settlement outweighs the significant
14 risks of continued litigation, as well as the attendant time and expenses associated with possible
15 interlocutory appellate review, motion practice, trial and final appellate review.

16 **B. Lodestar and Expenses for MRLLP**

17 25. I am a 2009 graduate of Northwestern University School of Law, Nicholas
18 Migliaccio is a 2001 graduate of Georgetown University School of Law, and Jason Rathod is a 2010
19 graduate of Duke University School of Law.
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21 26. Since inception, MRLLP has spent approximately 414 hours prosecuting this case
22 through June 28, 2019. The hourly rates shown in the below chart are the Laffey rates, which are the
23 current usual and customary rates for each individual based on their experience and years of
24 practice and are in line with the prevailing rates in the community for similar services by lawyers of
25 reasonably comparable skill, experience and reputation who handle complex class action litigation
26 in federal courts. *See, e.g., Salazar v. District of Columbia*, 809 F.3d 58, 65 (D.C. Cir. 2015)
27 (collecting evidence authority to find Laffey Matrix rates reasonable); *In re HPL Techs. Inc., Sec.*
28

1 *Litig.*, 366 F. Supp. 2d 912, 921 (N.D. Cal. 2005) (recognizing that Laffey Matrix is a “well-
2 established objective source for rates that vary by experience”).

3 27. The following table lists the Laffey Rates for each member of MRLLP, and a
4 locality-adjusted Laffey Rate for me, the sole MSRLLP attorney in the San Francisco Bay Area, by
5 approximately 8.6%, as done by Judge Walker in *In re HPL Techs., Inc., Sec. Litig.*:

6 Timekeeper / City	7 Hours	8 Laffey Rate	9 Total	10 Locality-Adjusted Total
11 Esfand Nafisi (SF)	12 244.8	13 \$658	14 \$161,078.4	15 \$168,514.60
16 Nicholas Migliaccio (DC)	17 85	18 \$742	19 \$63,070.00	20 \$63,070.00
21 Jason Rathod (DC)	22 52.3	23 \$658	24 \$34,413.4	25 \$34,413.4
26 Bruno Ortega-Toledo (DC)	27 24.5	28 \$202	\$4,949.00	\$4,949.00
Erick Quezada (DC)	7	\$202	\$1,414.00	\$1,414.00
Total	413.60	N/A	\$255,844.4	\$272,361.0

28 28. Having reviewed the hours worked by the attorneys, legal assistants and law clerks
29 in MRLLP, I categorize each individual’s time below.

30 29. Esfand Nafisi (244.8):

31 A. Case Initiation (77.8): (i) communications with Plaintiff and affected
32 consumers (5.1); (ii) investigation of Power Defect, Overheating Issue, ASUS’s software updates,
33 hardware revisions, marketing representations, post-sale communications relating to the issues
34 alleged in the Complaint, remedial efforts, including actual and proposed hardware and software
35 revisions, and response to complaints, (32.25); research and draft Complaint; confer with co-
36 counsel about Complaint and incorporate feedback; confer with Plaintiff about allegations in
37 Complaint and CLRA declaration, and prepare Complaint for filing (33.25); draft, revise, and
38

1 arrange for mailing of CLRA letter on behalf of Joseph Carlotti (4.75); prepare Plaintiff's CLRA
2 declaration (.5); confer with co-counsel about litigation and litigation strategy (2).

3 B. Case Management and Strategy (26.75): calls and written communications
4 with defense counsel regarding liability analysis, defect, and variation between VS and VSK
5 Laptops (7.5); prepare ADR certification and confer with Plaintiff regarding ADR guidelines and
6 discovery (1); edit case management statement and prepare for and attend case management
7 conference (5.75); prepare proposed amended complaint, including strategy discussions with co-
8 counsel, communications with class representatives (12.5).

9 C. Discovery and Expert Discovery (55.75): Written discovery, including
10 drafting and revising interrogatories and requests for production, preparation of Plaintiff's initial
11 disclosures (15.5); document discovery, including communications with defense counsel about
12 documents produced by the parties in discovery, analysis of ASUS warranty and complaint data
13 (12.50); deposition of Joseph Carlotti, including meetings with client and co-counsel in
14 preparation, and the review and analysis of Plaintiff's deposition transcript (18.75); expert
15 discovery including identifying and retaining electrical engineering expert, preparing discovery
16 materials for expert review, communications with expert about the allegations in the complaint and
17 the expert's findings, and reviewing and incorporating findings from expert's report into mediation
18 brief (9).

19 D. Settlement (72): Draft term sheet and confer with co-counsel about same
20 (3.5); research and draft mediation brief (12.5); research and draft response to ASUS's mediation
21 brief (15.25); prepare for and attend mediation (15.25); confer with Plaintiff regarding settlement
22 and revise and edit settlement agreement; (1.5); research and revise motion for preliminary
23 approval, confer with co-counsel about same; revise and editing the proposed settlement agreement
24 (10.5); draft and revise mediation brief; analyze Defendant's mediation brief and prepare
25 responses to same; prepare for and attend mediation; assist in drafting and revising preliminary
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1 approval motion; revise and edit exhibits to motion for preliminary approval; research and prepare
2 declaration in support of motion for preliminary approval (13.5).

3 30. Nicholas Migliaccio (85):

4 A. Case Initiation (10.25): confer about technical issues during pre-suit investigation
5 (2.5); factual research including Power Defect, Overheating Issue, ASUS's software updates,
6 hardware revisions, marketing representations, and response to complaints (3.5) review client
7 intakes and retainer form (1.5); and review and edit draft complaint (2.75).

8 B. Case Management and Strategy (8.5): review removal papers and Answer and confer
9 with co-counsel re same (2.5); participate in calls and written communications with defense counsel
10 regarding document discovery (1.5); review management statement and confer with co-counsel re
11 case management conference (1.75), review proposed amended complaint and potential additional
12 class representatives, participate in strategy discussions with co-counsel (2.5).

13 C. Discovery (12.5): Written discovery, including reviewing and revising
14 interrogatories and requests for production, review of of Plaintiff's initial disclosures (5.5); review
15 and revise initial disclosures (.5); prepare for Plaintiff's deposition including document review
16 (6.5).

17 D. Settlement (53.75): Review and revise draft term sheet and various revisions to same
18 and confer with co-counsel about same (2.5); research and draft mediation brief including document
19 review (15.75); review ASUS's mediation brief (2.5); prepare for, travel to, attend, and return travel
20 from mediation (22); revise and edit settlement agreement (1); research and revise motion for
21 preliminary approval, confer with co-counsel about same (5.5); and review and edit exhibits to
22 motion for preliminary approval (4.5).

23 31. Jason Rathod (51):

24 A. Case Initiation (4.25): Review retainer; confer with co-counsel; review online
25 survey; review survey responses; and edit and review Complaint.
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1 B. Case Management and Discovery (3.25): review and edit co-counsel agreement;
2 research defense counsel; review survey responses; and review corrections to deposition.

3 C. Settlement (43.50): participate in mediator selection; research and draft mediation
4 statement; review and edit preliminary approval brief; and research settlement administrators.

5 32. Bruno Ortega-Toledo - legal assistant (24.3):

6 A. Case Management (1.4): prepare filings and assist with service on Taiwanese
7 defendant; confer with Plaintiff; prepare Declaration for signing by Plaintiff.

8 B. Settlement (23): assist with preparation of motion for preliminary approval of class
9 action settlement.

10 33. Erick Quezada - law clerk (7):

11 A. Settlement (7): researched, drafted, edited and reviewed sections of preliminary
12 approval brief;
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14 34. Expenses are not duplicated in any professional billing rate and are accounted for
15 separately. MRLLP has not received reimbursement for expenses incurred in connection with this
16 litigation. As of June 1, 2019, MRLLP incurred a total of \$5,882.59 in unreimbursed actual third-
17 party expenses in connection with the prosecution of this case. The actual expenses incurred are
18 based on payment records and accurately reflect all actual expenses incurred. The table below
19 provides a breakdown of MRLLP's expenses to date.
20

Category	Description	Amount
Expert	Electrical engineering expert retainer	\$2,500.00
Discovery	Deposition transcript	\$1,764.75
Travel	Mediation travel meals	\$135.86
Mediation	Flight and hotel for mediation	\$821.98
Litigation	<i>Pro hac vice</i> fees	\$620.00
Parking	CMC and Mediation parking	\$40

B. Service Award to Plaintiff

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2 35. Plaintiff requests a \$5,000 Service Award. Mr. Carlotti provided substantial aid to
3 our investigation by conducting diagnostic testing of his Laptop, providing recorded data, including
4 video footage, of the alleged defects, providing extensive records of written communications with
5 ASUS regarding the issues alleged in the Complaint, and preparing data to aid the electrical
6 engineering expert retained by MRLLP . Mr. Carlotti also spent a significant amount of time
7 preparing for and providing his deposition testimony, including by participating in a preparation
8 session by telephone, traveling to Sacramento for a multi-hour deposition preparation session, and
9 traveling to San Francisco for a seven-hour deposition. At his deposition, Mr. Carlotti provided
10 testimonial and documentary evidence that I believe drove the resolution of this case. Mr. Carlotti
11 admirably advanced the interests of the class at every turn in this litigation. Thus, Mr. Carlotti not
12 only agreed to “step up” and undertake to represent the Class, but also provided factual information
13 relating to his claims and assisted throughout the discovery process. I believe that the Mr. Carlotti
14 materially assisted with the prosecution of this litigation and that the service payment sought is
15 reasonable and warranted under the circumstances and in conformity with governing precedent.
16

C. MRLLP’s Efforts on Behalf of the Class Will Continue Through to Final Approval

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19 36. Should this Court preliminarily approve the Settlement, MRLLP will ensure that all
20 inquiries from Settlement Class Members are timely and accurately handled. MRLLP will also
21 work with the Settlement Administrator to assure that settlement website functions properly, assure
22 that notice is disseminated in accordance with the terms of the Settlement Agreement, and will
23 receive weekly updates from the Settlement Administrator regarding the administration of the
24 settlement. MRLLP will continue in this capacity should the settlement be finally approved and will
25 prepare for and appear at the fairness hearing. If the settlement is approved and fees awarded,
26 MRLLP also will oppose any appeals that may be filed. Based on our experience, we also expect
27 that there will be not insignificant time spent in the future administering the Settlement, resolving
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1 issues with the Settlement Administrator and Defendant’s counsel, and speaking with class
2 members about the administration and the Settlement, including numerous telephone calls and
3 correspondence from Class members in the coming months wanting to know about the status of the
4 settlement. I therefore anticipate that there will be another 45–70 hours of work before this
5 Litigation is entirely complete and an estimated 175-250 hours of work if this Court’s judgment is
6 appealed.

7 **III. Information Required by N.D. Cal. Procedural Guidance for Class Action Settlements.**

8 37. The proposed settlement administrator is Angeion Group, which Defendants selected
9 without input from Plaintiff. MRLLP has worked with Angeion Group in the past as it administered
10 the *Crigler v. Stingray Pressure Pumping LLC*, Case No. 2:15-cv-02324-EAS-TPK (S.D. Ohio). I
11 spoke to Steven Weisbrot of Angeion Group, who will be responsible for administering this
12 settlement. The plan to provide notice is designed to ensure a robust claims rate, and I believe that
13 Angeion will adequately and professionally discharge its duties as settlement administrator.
14

15 38. Pursuant to N.D. Cal. Procedural Guidance for Class Action Settlements (“N.D. Cal.
16 Guide”) ¶1(g), MRLLP estimates, based on input of the claims administrator, and co-counsel, that
17 3,000 to 4,000 claims is realistic in this case. I examined a motion for final approval in a similar
18 Angeion-administered case recently approved in this District, *In re: Lenovo Adware Litigation*, 15-
19 md-2624 (N.D. Cal. Feb. 14, 2019). There, 87,873 claims for an average of \$40 were submitted in
20 a class of approximately 500,000 Class Members. *Id.* At 4-7. That is, around 17.5% of Class
21 Members submitted claims. Given that this Settlement provides for greater monetary relief than was
22 available in *In re: Lenovo Adware Litigation*, 3,000 to 4,000 claims, which translates into a claims
23 rate of 13% to 16% appears reasonable here. MRLLP is in the process of collecting information
24 sought under N.D. Cal. Guide ¶11 regarding past comparable class settlements and will provide a
25 supplemental declaration containing that information as soon as it becomes available.
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CERTIFICATE OF SERVICE

I, Esfand Nafisi, certify that on July 8, 2019, I caused the foregoing to be filed using the Court's CM/ECF system, thereby causing it to be served on all registered ECF users in this case.



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SUMMARY

The attorneys at Migliaccio & Rathod LLP (“M&R”) have decades of experience in complex civil litigation and have successfully prosecuted a number of noteworthy consumer protection, environmental contamination, civil rights, privacy, and wage theft. The firm’s attorneys, located in Washington D.C. and California, focus primarily on class or collective actions and take all of their cases on a contingent basis. The attorneys at the firm have litigated cases leading to recoveries of hundreds of millions of dollars in recoveries for consumers, workers, and other victims of corporate misconduct. M&R has a track record of investing the time, energy, and resources necessary to develop cases which implicate significant economic, societal, and health concerns.

NOTABLE MATTERS AND SUCCESSES

- *Singer, et al. v. Postmates, Inc.*, 4:15-cv-01284-JSW (N.D. Cal.) and *Pepler, et al. v. Postmates, Inc.*, Case No. 2015 CA 006560 (D.C. Sup. Ct.). Represented plaintiffs in a wage theft class action against application-based courier startup company, alleging that the couriers were misclassified as independent contractors. M&R was named class counsel in the settlement agreement providing for \$8.75 million in relief to a nationwide class.
- *In re: JUUL Labs, Inc. Products Litigation*, Case No. 3:18-cv-02499 (N.D. Cal.) M&R was appointed as co-lead interim class counsel in action brought on behalf of a nationwide class arising from marketing and sale of electronic cigarettes by JUUL, the world’s largest e-cigarette manufacturer, which is valued at \$38 billion.
- *Drobnick v. HTC Corporation*, Case No. 3:18-cv-02591-WHA (N.D. Cal.) M&R represented consumers in a putative class action alleging that a manufacturer knowingly sold smartphones with defectively designed processors, which caused the devices to overheat and fail prematurely.
- *Walsh et al. v. Globalstar, Inc.*, Case No. 3:07-cv-01941 (N.D. Cal.), represented Globalstar satellite telephone service customers who brought claims that Globalstar knew that it was experiencing failures in its satellite constellation and its satellite service was rapidly deteriorating and was no longer useful for its intended purpose, yet failed to disclose this information to its potential and existing customers. Served as Court-appointed class counsel in a nationwide settlement that provided an assortment of benefit options, including, but not limited to, monetary account credits, free minutes, or cash back for returned equipment.
- *In re National Security Agency Telecommunications Records Litigation*, Case No. 3:06-md-01791 (N.D. Cal.). Represented Sprint subscribers in privacy suit against telecom companies to enjoin the alleged disclosure to the National Security Agency of telephone calling records. Appointed, with co-counsel, interim lead counsel for the Sprint subscriber class in the MDL proceedings. The litigation was ultimately dismissed after Congress granted retroactive immunity to the telecom companies.
- *Wheeler et al. v. Lenovo (United States) Inc.*, Case No. 13-0007150 (D.C. Sup. Ct.) and



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Kacsuta v. Lenovo (United States), Inc., Case No. 13-00316 (C.D. Cal.). Represented plaintiffs in a class action brought on behalf of purchasers of Lenovo laptops that suffered from Wi-Fi connectivity problems. Served among the Court-appointed class counsel in a nationwide settlement where Lenovo agreed to refund \$100 cash or issue a \$250 voucher (which required no purchase to use) to owners of the laptops.

- *Young v. Nationwide Mut. Ins. Co.*, 693 F.3d 532, 535 (6th Cir. 2012). Represented classes of insureds against several major insurance companies for the failure to use technological advances in verifying the addresses of insureds, leading to overcharges. Litigation culminated in several multi-million dollar settlements.
- *Matthews v. TCL Communications et al.*, Case No. 3:17-cv-95 (W.D.N.C.). Represented plaintiffs in a class action brought on behalf of purchasers of Alcatel OneTouch Idol 3 smartphones who alleged that a firmware update removed Band 12 LTE functionality from their phones, greatly reducing their functionality. Served as Court-appointed class counsel in a class action settlement which provided class members with either the reinstatement of Band 12 LTE functionality on their phones, or new phones with LTE Band 12 functionality.
- *Camara, et al. v. Mastro's Restaurants LLC*, Case No. 1:18-cv-00724 (D.D.C.). M&R is lead counsel in a conditionally certified nationwide collective action lawsuit on behalf of servers who were allegedly not paid minimum wage.
- *Valsartan N-Nitrosodimethylamine (NDMA) Products Liability Litigation*, MDL Case No: 1:19-md-02875-RBK-JS (D.N.J.). Represent plaintiffs in multi-district litigation arising from worldwide recalls of generic Valsartan that had been found to be contaminated with probable human carcinogens. M&R was appointed to the Plaintiffs' Steering Committee and serves as co-chair of the medical monitoring committee.
- *Adeli v. Silverstar Automotive, Inc.*, Case No. 5:17-cv-05224 (W.D. Ark.). M&R was co-lead trial counsel in this individual consumer fraud suit for economic losses that resulted in a trial verdict of over \$5.8 million, the vast majority of which was in punitive damages (judgment later reduced to \$533,622, inclusive of a reduced but sizable punitive damages amount).
- *Nelson v. Sabre Companies LLC*, Case No. 1:15-cv-0314 (N.D.N.Y.). M&R was lead counsel in this nationwide collective action that settled for \$2.1 million on behalf of oil and gas workers for unpaid overtime.
- *Fath et al. v. Honda North America, Inc.*, Case No. 0:18-cv-01549 (D. Minn.). M&R is serving on the Plaintiff Steering Committee in this putative nationwide action arising from Honda's alleged manufacture, design, marketing and sale of vehicles with an oil dilution defect.
- *Beture v. Samsung Electronics America*, Case No. 17-cv-05757 (D.N.J.). M&R was appointed as co-lead interim class counsel in action brought on behalf of a nationwide class arising from a hardware defect affecting hundreds of thousands of Samsung Galaxy Note 4 smartphones.
- *Restaino et al. v. Mario Badescu, Inc.*, Case No. MID-L-5830-14 (N.J. Super. Ct.). Represented 36 individuals who had become physically addicted to undisclosed corticosteroids



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in a purportedly botanical face cream, and sought damages for personal injuries arising from the symptoms of topical steroid withdrawal. After three years of litigation, the case settled for significant relief to the plaintiffs.

- *Bland v. Calfrac Well Services*, Case No. 2:12-cv-01407 (W.D. Pa.). Represented oil field workers in a nationwide collective and class action lawsuit against Defendant Calfrac Well Services for its alleged failure to properly pay overtime to its field operators. After extensive litigation, the case settled for \$6 million, which provided a gross recovery per class member of between \$250 and approximately \$11,500.
- *Snodgrass v. Bob Evans*, Case No. 2:12-cv-768 (S.D. Ohio). Represented Bob Evans' Assistant Managers in a case alleging that Bob Evans, a restaurant chain with hundreds of locations predominantly in the Midwest, had misclassified its Assistant Managers as exempt from federal and state overtime laws. After a landmark ruling on the application of the so-called "fluctuating workweek" method of payment, the lawsuit settled for \$16.5 million. The gross recovery per class member was approximately \$6,380. In issuing its order approving the settlement, the court took special note of the "competence of class counsel in prosecuting this complex litigation."
- *Delandro v. County of Allegheny*, Case No. 06-927 (W.D. Pa.). Represented pre-trial detainees who were subjected to unlawful strip searches prior to their admission at Allegheny County Jail, located in Pittsburgh, PA. After winning class certification, partial summary judgment on liability, and an injunction, the case settled for \$3 million.
- *Nnadili v. Chevron*, Case No. 02-1620 (D.D.C.). Represented owners and residents of properties in the District of Columbia that were contaminated with gasoline constituents from leaking underground storage tanks that were installed by Chevron. The plaintiffs, who resided in over 200 properties in the Riggs Park neighborhood of Northeast Washington, D.C., alleged that Chevron's contamination interfered with the use and enjoyment of their property, impacted their property values, constituted a trespass on their land, and caused fear and emotional distress. The United States Environmental Protection Agency conducted an extensive investigation into the contamination. After approximately five years of litigation, the case settled for \$6.2 million.
- *Corbin v. CFRA, LLC*, Case No. 1:15-cv-00405 (M.D.N.C.). Represented 1,520 servers in collective action against major IHOP franchise for wage theft violations, culminating in \$1.725 million settlement.
- *Craig v. Rite Aid*, Case No. 4:08-CV-2317 (M.D. Pa.). Represented Rite Aid Assistant Managers in a case alleging that Rite Aid had misclassified its Assistant Managers as exempt from federal and state overtime laws. Plaintiffs alleged that their primary duties involved manual labor such as loading and unloading boxes, stocking shelves, cashiering and other duties which are not exempt under federal and state overtime laws. After extensive litigation, the case settled for \$20.9 million, covering over 1,900 current and former assistant store managers. In issuing its order approving the settlement, the court stated that the settlement "represents an excellent and optimal settlement award for the Class Members" resulting from "diligent, exhaustive, and well-informed negotiations."



- *Ousmane v. City of New York*, Case No. 402648/04 (NY Sup. Ct.). Represented New York City street vendors in a pro bono class action suit against the City of New York for excessive fines and helped secure a settlement with a value of over \$1 million.
- *Stillman v. Staples*, Case No. 07-849 (D.N.J.). Represented Staples Assistant Managers in Fair Labor Standards Act Claims for unpaid overtime. Served as a member of the trial team where the plaintiffs won a nearly \$2.5 million verdict against Staples for unpaid overtime on behalf of 342 sales managers after a six-week jury trial. After the verdict, nearly a dozen wage and hour cases against Staples from across the country were consolidated in a multi-district litigation. Served in a central role in the consolidated litigation, which lasted nearly two years after the *Stillman* verdict. The consolidated litigation ultimately settled for \$42 million.

ATTORNEYS

Nicholas A. Migliaccio

Nicholas Migliaccio has been practicing for over 16 years, and litigates across the firm's practice areas. He has successfully prosecuted numerous noteworthy class and mass action cases over the course of his career, and has been appointed class counsel in both litigation and settlement classes. He has been recognized by his peers as a Superlawyer in 2016, 2017, and 2018.

Mr. Migliaccio graduated from the State University of New York at Binghamton in 1997 (B.A., *cum laude* in Environmental Studies and Philosophy) and received his law degree from Georgetown University Law Center in 2001, where he was an Editor of the Georgetown International Environmental Law Review. Mr. Migliaccio played a significant role in the prosecution of the following notable cases:

- Represented assistant managers in a Fair Labor Standards Act misclassification case and served as a member of the trial team for a six-week jury trial that resulted in a \$2.5 plaintiffs' verdict. After the verdict, nearly a dozen wage and hour cases against the defendant from across the country were consolidated in a multi-district litigation. Served in a central role in the consolidated litigation, which ultimately settled for \$42 million.
- Represented worker class in wage theft assistant manager misclassification case against national restaurant chain that culminated in a \$16.5 million settlement
- Represented worker class in wage theft rate miscalculation case against multinational fracking company, resulting in \$6 million settlement
- Represented plaintiffs in a consumer class in defective laptop case against multinational computer manufacturer, resulting in a nationwide settlement where defendant agreed to refund \$100 cash or issue a \$250 voucher (which required no purchase to use) to owners of the laptops.
- Represented pre-trial detainees who were subjected to unlawful strip searches prior to their admission at Allegheny County Jail, located in Pittsburgh, PA. After winning class



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certification, partial summary judgment on liability, and an injunction, the case settled for \$3 million.

- Represented owners and residents of properties in the District of Columbia that were contaminated with gasoline constituents from leaking underground storage tanks that were installed by a major oil company. The plaintiffs alleged that the contamination interfered with the use and enjoyment of their property, impacted their property values, constituted a trespass on their land, and caused fear and emotional distress. After extensive litigation, the case settled for \$6.2 million.
- Represented New York City street vendors in a pro bono class action suit against the City of New York for excessive fines and helped secure a settlement with a value of over \$1 million.

Admissions:

- New York
- Washington, D.C.
- United States Court of Appeals for the Third Circuit
- United States Court of Appeals for the Fourth Circuit
- United States Court of Appeals for the Sixth Circuit
- United States District Court for the District of Colorado
- United States District Court for the District of Columbia
- United States District Court for the District of Maryland
- United States District Court for the Eastern District of Michigan
- United States District Court for the Eastern District of New York
- United States District Court for the Northern District of New York
- United States District Court for the Southern District of New York
- United States District Court for the Western District of New York
- United States District Court for the Western District of Pennsylvania

Education:

- Georgetown University Law Center, J.D., 2001
- State University of New York at Binghamton, BA, 1997

Publications and Speaking Engagements:

- Co-authored “Environmental Contamination Treatise: Overview of the Litigation Process,” in R. Simons, Ph.D, *When Bad Things Happen to Good Property* (Environmental Law Institute, 2005).
- Presentation on *The Motor Carrier Act Exception to the FLSA’s Overtime Provisions - 13(b)(1) and the SAFETEA-LU Amendments*, Worker’s Injury Litigation Group / Ohio Association of Justice Meeting, Winter 2014.



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- Presentation on *Litigating Fair Labor Standards Act Collective Action Cases*, Worker's Injury Litigation Group / Ohio Association of Justice Convention, Fall 2011.

Awards:

- SuperLawyers, 2016, 2017, 2018, and 2019



Jason S. Rathod

Jason Rathod litigates class actions across the firm's areas of practice, including consumer protection, worker rights, and civil rights. Mr. Rathod has been appointed class counsel in a number of noteworthy class actions and has been the principal brief writer in several critical submissions, before trial and appellate courts, that resulted in favorable rulings concerning class certification and summary judgment.

Mr. Rathod has been recognized as a leader in his field beyond the courtroom. He is the author of several published works, including a law review article on aggregate litigation in poor countries. Another recent law review article that he co-authored, comparing public and private enforcement in the United State and Europe, was cited by the Consumer Financial Protection Bureau in its proposed rule prohibiting class action waivers in the fine print of consumer contracts.

Mr. Rathod graduated from Grinnell College in 2006 (B.A. with honors in Political Science and Religious Studies). After college, he traveled to Fiji, Mauritius, South Africa, Trinidad & Tobago, Guyana, and Suriname on a Watson Fellowship, studying the Indian Diaspora. He graduated law school from the Duke University School of Law in 2010, where he was an Articles Editor of the Duke Law Journal. In law school, he also worked for the Self-Employed Women's Association in Ahmedabad, India on behalf of street vendors seeking an injunction against the city government for unlawful harassment and evictions.

Notable Cases Include:

- Representing consumer classes in insurance overcharge cases, including by drafting appellate briefs about the propriety of class certification. The Sixth Circuit Court of Appeals affirmed order for the classes 3-0, leading to several multi-million-dollar settlements;
- Representing consumer in consumer fraud trial for economic losses that resulted in verdict for the Plaintiff on all counts and a multimillion dollar punitive damages award (later reduced on remittitur, but still totaling in the hundreds of thousands of dollars);
- Representing consumer class at trial in product defect class action;
- Representing worker class in wage theft assistant manager misclassification case against national restaurant chain that culminated in a \$16.5 million settlement;
- Representing worker class and collective against multinational startup company for Independent contractor misclassification claims, resulting In \$8.75 million settlement;
- Representing worker class in wage theft rate miscalculation case against multinational fracking company, resulting in \$6 million settlement;
- Representing over 1,500 servers in multistate collective action, resulting n \$1.72 million settlement;
- Representing consumer class in defective laptop case against multinational computer manufacturer; and



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- Representing consumer class in defective construction case against multinational home builder, drafting key briefs leading to class certification and maintenance of suit in court, rather than arbitration.

Education:

- Duke University School of Law, J.D. 2010
- Grinnell College, B.A., 2006

Admissions:

- Illinois
- Washington D.C.
- United States District Court for the District of D.C.
- United States District Court for the District of Maryland
- United States District Court for the Western District of Pennsylvania
- United States District Court for the District of Colorado
- United States District Court for the Eastern District of Michigan

Publications and Speaking Engagements:

- *Trying the Class Action: Practical Tips from the Pros* (June 4, 2015) (panelist)
- *The Arc and Architecture of Private Enforcement Regimes in the United States and Europe: A View Across the Atlantic*, 14 U.N.H. L. Rev. 303 (2016) (co-authored)
- *Emerging Markets, Vanishing Accountability: How Populations in Poor Countries Can Use Aggregate Litigation to Vindicate Their Rights*, 24 Transnat'l L. & Contemp. Probs. 69 (2014)
- *Note: Not Peace, But a Sword: Navy v. Egan and the Case Against Judicial Abdication in Foreign Affairs*, 59 Duke L.J. 595 (2009)

Awards:

- SuperLawyers Rising Stars, 2017, 2018, and 2019

Esfand Y. Nafisi

Esfand Nafisi worked for several years at a corporate law firm before joining the plaintiffs' bar. During that time, he quickly demonstrated an aptitude for high-stakes trial work and innovation in complex electronic discovery, including the development of statistical sampling models, database discovery, and marshaling these tools to develop trial theory. As part of a trial team in an antitrust matter brought on behalf of a small corporation, Esfand was



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responsible for managing a team of seven attorneys, preparing witness examinations, creating trial demonstratives, and developing case theory and themes. Esfand also represented a Fortune 100 company in parallel criminal investigations from the U.S. Department of Justice, U.S. Postal Inspectors, numerous states' attorneys general, and FinCEN. In that matter, he played an extensive role, including managing a group of 32 attorneys, developed technology-assisted review protocols that were vetted and approved by DOJ officials, and developing and drafting presentations for high-ranking meetings in a matter that resulted in \$100,000,000 settlement.

Now, as an advocate for consumers and others impacted by corporate misconduct, Esfand's practice focuses on class actions, with a focus on corporate misconduct arising from emerging or new technologies.

Notable Cases Include:

- Represented corporate plaintiff in antitrust litigation that settled at trial for \$125,000,000. *Insignia Sys. V. News America Marketing In-Store*, Case No. 04-cv-4213 (D. Minn.).
- Represented Fortune 500 company in parallel federal investigations involving allegations of mail fraud, wire fraud and violations of anti-money laundering laws.
- Represented consumers in case alleging unlawful concealment of defective graphical processing units that led to nationwide repair and reimbursement program. *Book v. Apple*, Case No. 14-cv-04746 (N.D. Cal.).
- Represented three dozen individuals in consolidated personal injury action arising from undisclosed corticosteroids in an over-the-counter face cream. Worked closely with leading experts to develop theory of injury arising from topical steroid withdrawal. After three years of litigation, achieved more than \$16,000,000 in relief to 36 plaintiffs. *Restaino et al. v. Mario Badescu, Inc.*, Case No. MID-L-5830-14 (N.J. Super. Ct.).
- Represented consumers in case against NVIDIA, Inc. related to misrepresentations concerning performance of graphics cards.

Education:

- Northwestern University School of Law, J.D. 2009
- George Mason University, B.S., 2006

Admissions:

- California
 - United States District Court for the Northern District of California
 - United States District Court for the Eastern District of California
 - United States District Court for the Central District of California
- New York
- Washington D.C.
 - United States District Court for the District of Columbia

Publications and Speaking Engagements:

- *Daubert and its Discontents* 76 BROOK. L. REV. 131 (2010) (co-authored)



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- *Developing Case Theory in Complex Litigations*, New York (2011)
- *Of Wheat and Chaff: Predictive Coding in Federal Biomet Case*, 159 Chicago Daily Law Bulletin 101 (May 22, 2013)



Erick Quezada

Prior to joining Migliaccio & Rathod, LLP, Erick Quezada worked as Legal Fellow at a plaintiff-side employment litigation firm where he served as an advocate for employees facing discrimination, retaliation, and wage theft. Erick has written briefs resulting in favorable summary judgment rulings and examined witnesses in arbitration. As part of Migliaccio & Rathod LLP, Erick strives to represent those marginalized and exploited by unlawful corporate practices.

Erick graduated from Washington State University in 2013, receiving a B.A., *magna cum laude*, in Political Science and Criminal Justice System Studies. He received his J.D. from the Georgetown University Law Center in 2017, where he served as an editor for the *Tax Lawyer*, Georgetown's tax focused journal published by the ABA. While attending law school, Erick worked as a research assistant with a focus in consumer protection and critical race theory literature. Throughout his second and third years of law school, Erick provided litigation support to his professor working on the General Motors Ignitions Switch Defect litigation.

Notable Cases:

- Assisted in the representation of consumers in the ongoing General Motors Ignitions Switch MDL

Education:

- Georgetown University Law Center, J.D., 2017
- Washington State University, B.A., 2013

Admissions:

- Washington D.C.